

# BOCKORNY GROUP

## CONSULTING AGREEMENT

Agreement made and entered into November 16, 2007 by and between the **Bockorny Group, Inc.**, 1101 16<sup>th</sup> Street, NW, Suite 500, Washington, D.C., 20036, (hereinafter designated as the "Consultant"), and the **State of South Dakota** (hereinafter designated as the "Client"); the services of the Consultant are retained by the Client pursuant to the following terms and conditions:

1. Scope of Agreement

Consultant will provide professional consulting services of such general nature as the Client may prescribe. The parties agree that these services will include, but not be limited to, consultation related to issues and legislation pertaining to agricultural policy and the 2007 federal Farm Bill. Consultant will represent the interests of the Client before the U.S. Congress and the Executive Branch of the U.S. government.

The Consultant will not use State equipment, supplies, or facilities.

The Consultant's Employer Identification Number is [REDACTED].

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement between the parties.

2. Length

This Agreement will be in effect for 6 months, commencing December 15, 2007 and concluding June 15, 2008, unless sooner terminated pursuant to the terms described in paragraph 6. The parties may also agree to extend this Agreement on such terms and conditions as are mutually agreeable.

3. Fees

In consideration for the foregoing services, the Client agrees to pay the Consultant \$6,500 per month, for the 6 month duration of this Agreement. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$39,000. Payment will be made monthly, with the first installment of \$6,500 due on December 15, 2007, and the remaining monthly payments shall be due on the fifteenth day of

each successive month. The Consultant will be responsible for all expenses incurred in the representation of the Client's interests, including local transportation, messenger services, and long distance services. Travel outside of the Washington, D.C. metropolitan area will be reimbursed only if authorized in advance by the Client.

4. Hold Harmless and Indemnification

Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the Client, its officers, agents or employees.

5. Independent Contractor

While performing services described in this Agreement, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

6. Termination

This Agreement may be terminated by either party upon thirty (30) days written notice, and may also be terminated by the Client at any time for cause, with or without such written notice.

7. Assignability

This Agreement may not be assigned to any other party without the express prior written consent of the Client.

8. Amendments

Any and all amendments to this Agreement must be in writing, with express identification that such written amendment(s) are a part of this Agreement, and any and all amendments must be signed by an authorized representative of each of the parties to this Agreement.

9. Applicable Law

Consultant will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable, while providing services under this Agreement, and Consultant will be solely responsible for obtaining current information on such requirements.

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit Court, Hughes County, South Dakota

10. Reporting Requirements

Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Consultant, or the Client, or its officers, agents or employees to liability. Consultant shall report any such event to the Client immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the Client and to make any other report provided for by their duties or applicable law. Consultant's obligation to report does not require disclosure of any information that is deemed by law to be privileged or confidential. Reporting to the Client under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

11. Severability

In the event that any provision of this Agreement is deemed unenforceable or invalid by a court of competent jurisdiction, such provision shall be considered severed from this Agreement. The court's ruling shall not invalidate or render unenforceable any other provision of this agreement.

12. Notices

Any notice or other communication required under this Agreement shall be in writing and sent to the parties at their respective addresses listed at the end of this Agreement. Notices or communication shall be given by and to Rob Skjonsberg, State of South Dakota, Chief of Staff to Governor Mike Rounds, 500 E. Capitol Ave., Pierre, SD 57501, on behalf of the Client, and by Dave Bockorny, Bockorny Group, Inc., 1101 16<sup>th</sup> Street, N.W., Suite 500, Washington, D.C. 20036, on behalf of the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

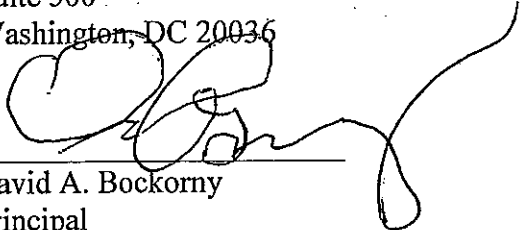
13. Miscellaneous

Consultant agrees to timely file semi-annual reports pursuant to the Lobbying Disclosure Act of 1995, as well as any other reports required of Consultant by state or federal law.

In witness whereof, the parties have executed this Agreement, effective December 15, 2007.

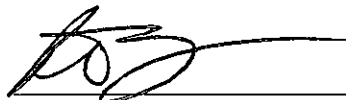
**Consultant**

Bockorny Group, Inc.  
1101 16<sup>th</sup> Street, N.W.  
Suite 500  
Washington, DC 20036

  
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David A. Bockorny  
Principal  
Bockorny Group, Inc

**Client**

State of South Dakota  
500 E. Capitol Avenue  
Pierre, SD 57501

  
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Rob Skjonsberg  
Chief of Staff to Gov. Mike Rounds  
State of South Dakota

State Agency Coding (MSA Center): 0470, 0300, and 0601

State Agency MSA Company for which contract will be paid: 1000

Object/subobject MSA account to which voucher will be coded: 52041300

Name and phone number of contact person in State Agency who can provide additional information regarding this contract: Marty Davis, DTSD (773-3301) and Chris Petersen DOA & GFP (773-3396)